

1 Definitions

In this agreement, unless the contrary intention appears:

agreement means the agreement constituted by these general terms and conditions and the relevant purchase order.

authorised signatories means the designated representative of each party duly authorised.

business day means a day other than a Saturday, Sunday or a gazetted public holiday in Western Australia.

defective goods means goods which are not in conformity with this agreement.

goods means the goods, if any, matching the description (including performance criteria, if any) in the purchase order.

GST has the same meaning as in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

intellectual property rights includes, without limitation, all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

laws means any statute, ordinance, code, law, decree, circular, rule or regulation by any government authority including in relation to health, safety, the environment, bribery or corruption, or modern slavery.

Modern Slavery Laws means:

- (a) Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth);
- (b) sections 80D, 80E, 91G(1)-(3), 91H, 91HAA and 93AA-93AC of the *Crimes Act 1900* (NSW);
- (c) laws in the other Australian states and territories which are equivalent to any of the laws referred to in paragraphs (a) and (b); and
- (d) any laws of the Commonwealth relating to modern slavery.

normal business hours means the hours between 8:00am and 4:00pm on a Business Day.

party means you or us.

parties means you and us.

personnel means the employees, agents, contractors or subcontractors of a party (but our personnel do not include your personnel).

policies and procedures or site rules means any of our policies, procedures, standards, codes, rules, manuals, protocols, plans or directives and similar documents (as may be amended from time to time by us) and made available to you including via our website: www.westgold.com.au/site/about-us/corporate-governance.

price means the price specified in the purchase order.

privacy laws includes the *Privacy Act 1988* (Cth) and other applicable laws regulating collection, storage, use, disclosure or destruction of personal information.

purchase order means the purchase order for goods issued by us to you from time to time containing amongst other things, a description of the goods, the price and the site.

related body corporate has the meaning given to that term in the

Corporations Act 2001 (Cth).

site means the site or location for delivering the goods detailed in the purchase order.

tax invoice has the same meaning as in the GST Act.

you means the person named in the purchase order as the supplier of the goods and "your" has the corresponding meaning.

warranty period means the period of 24 months commencing on the date of supply of the goods.

we and us means Westgold Resources Limited (ACN 009 260 306) and any of our related bodies corporate named in the purchase order or which elect to take the benefit of this agreement in accordance with clause 15.2 and "our" has the corresponding meaning.

2 Supply of goods

2.1 In consideration of payment of the price by us, you must supply the goods to us in accordance with the agreement.

2.2 We intend to contract for the goods only on the terms of the agreement, and not on any other terms. Accordingly, the provision of terms by you will not bind us, will be of no legal effect, and will not constitute a contract or part of this agreement irrespective of any act by us or by any of our personnel, including execution of any document incorporating (including by reference) any term or terms. If you supply goods under a purchase order or any other form of order or request by us to supply goods, whether or not in writing, you will be deemed to have agreed to these general terms and conditions.

2.3 In providing the goods you must, and you must ensure that your personnel:

- (a) use best endeavours not to interfere with any of our activities or the activities of any other person on our site, and ensure that our site is left secure, clean, orderly and fit for immediate use;
- (b) supply the goods in a safe manner and by appropriately qualified and skilled personnel undertaking all activities, functions and tasks safely and continuously, with all due skill and care, and avoiding all undue risk to the environment;
- (c) comply with all applicable laws and the requirements of any government authority and ensure that you possess all relevant authorisations, permits and licences to provide the goods;
- (d) comply with all of our site policies and procedures or site rules;
- (e) comply with all lawful directions and orders given by our representatives when you are on our site; and
- (f) provide us all such information and assistance as we reasonably require in connection with any investigation arising from or in connection with the supply of the goods.

2.4 The agreement does not affect in any way us providing or procuring the same, or similar, goods ourselves or from other providers.

2.5 Both parties acknowledge that you are supplying goods as our contractor and not our agent or employee.

3 Conditions as to quality and description of the goods

3.1 If you gave us a sample of the goods, the goods must be of the same nature and quality as the sample given.

3.2 The goods must comply with any applicable laws and relevant standards of the Standards Association of Australia, and must be supplied with copies of all material safety data sheets for dangerous goods.

3.3 The goods must be fit for the purpose for which goods of the same kind are commonly supplied or bought and for any other purpose which we make known to you.

3.4 The goods must be of merchantable quality, and must be new (unless otherwise stated on the purchase order).

3.5 If you supply more goods than stated on the purchase order, the excess goods may be returned to you at your cost.

4 Delivery

Any goods must be properly and safely packed and delivered during normal business hours to the place and within the time period specified in the purchase order. If no time period is specified in the purchase order, the order

is for delivery within 72 (seventy two) hours of receipt of the purchase order.

5 Title and risk

Title to and risk in the goods does not pass to us until we take delivery of, inspect and accept the goods. You warrant that you have, and will transfer to us, complete ownership of the goods, free of any lien, charge or encumbrance.

6 Price

- 6.1 We agree to pay you the price in accordance with this agreement for the goods.
- 6.2 The price is inclusive of all costs incurred by you in supply of the goods including all charges for packaging, packing, insurance and delivery of the goods in accordance with this agreement. The price is also inclusive of all duties and taxes except GST.

7 Invoicing and payment

- 7.1 You must submit tax invoices to us as soon as practicable upon delivery and acceptance of the goods as set out in clause 5.
- 7.2 When submitting your tax invoice under clause 7.1, it must include the following details:
- (a) a reference to a valid purchase order;
 - (b) a detailed description of the goods supplied;
 - (c) an individual reference number for us to quote with remittance payment;
 - (d) the price relating to goods, broken down to reflect any price components on the purchase order;
 - (e) the amount of any GST; and
 - (f) our representative name and site (if applicable).
- 7.3 Subject to you complying with this clause 7, we will pay all invoices rendered to us by you under this clause 7 within 30 days from the month end of the date of the invoice, except where we dispute the invoice, in which case:
- (a) we will pay the undisputed part of the relevant invoice (if any) and withhold the balance pending resolution of the dispute; and
 - (b) if the resolution of the dispute determines that we are to pay an amount to you, we will pay that amount within 30 days of the resolution of that dispute.

8 Suspension and termination

- 8.1 To the extent permitted by law, we may at any time immediately suspend performance of your obligations under this agreement by giving you notice, and to the extent that this is neither due to your default nor to circumstances beyond our reasonable control we will pay you the direct, verifiable and reasonable costs incurred by you as a consequence of the suspension.
- 8.2 A party may immediately terminate this agreement by notice in writing to the other party if the other party:
- (a) breaches any term under this agreement and such breach is not able to be remedied;
 - (b) breaches any term under this agreement and such breach is not remedied within 14 days of notice being given to the party to remedy the breach;
 - (c) breaches any law relating to the supply of the goods;
 - (d) becomes insolvent; or
 - (e) is convicted of a criminal offence.
- 8.3 In addition to any other rights of termination available to us, we may

terminate this agreement by giving 14 days' notice to you, in which case (subject to our other rights under this agreement) we must reimburse you for all verifiable:

- (a) goods supplied; and
- (b) expenses incurred up to the date of the notice of termination,

which are incurred in compliance with this agreement, and which cannot be reversed or mitigated by you applying best efforts.

- 8.4 In addition to clauses 8.2 and 8.3 we may terminate this agreement with immediate effect by notice in writing to you if any information supplied by you relating to the purchase order, your details or any other material fact, is materially incorrect.
- 8.5 If this agreement is terminated pursuant to clauses 8.2, 8.3, or 8.4, you must cease the supply of the goods the subject of the purchase order and you must deliver all goods in progress or completed as we may request.
- 8.6 Unless expressly stated otherwise, termination of this agreement for any reason does not affect the rights or obligations of a party which have accrued prior to termination.

9 Warranty period

- 9.1 If we find any of the goods to be defective goods during the warranty period, we may, at our option:
- (a) return the defective goods to you; or
 - (b) make good or replace the defective goods.
- 9.2 At our option and request, you must:
- (a) repair free of charge or, at our option, replace free of charge any defective goods that we return to you; or
 - (b) reimburse us for any expenses we incur in making good any defective goods.
- 9.3 You are not liable for any defect or fault in the goods to the extent that it is caused by our negligence or the negligence of our personnel.

10 Insurance

- 10.1 You must at your own expense procure and maintain all insurances:
- (a) which are required by law;
 - (b) specified by us in the purchase order; and
 - (c) which a reasonable and prudent provider of similar goods would ordinarily procure and maintain, including in relation to public liability, workers compensation, motor vehicles and plant and equipment.
- 10.2 The insurance policies referred to in clause 10.1 must be endorsed (except where precluded by law) to include:
- (a) a principal's indemnity extension, indemnifying us against any liability which we or our personnel may incur to you, your personnel or any other person, with such endorsement to contain a waiver of subrogation of rights by the insurer in favour of us; and
 - (b) a cross-liability extension stating that the policy must operate as if there was a separate policy covering each insured and further include a provision stating that a failure by any insured to comply with the policy terms and conditions will not prejudice the rights and entitlements of any other insured under the policy.
- 10.3 Not less than 5 business days before commencing the provision of goods you must provide us certificates of currency for any insurances required to be held by you and your personnel under this agreement. All costs incurred by us as a consequence of you not maintaining such insurances will be a debt due from you to us.

10.4 Without limiting any other rights under this agreement, if you fail to comply with clause 10.3, we may effect the required insurances and then seek reimbursement of the premium costs from you.

10.5 The effecting of insurance as required under clause 10.1 will not in any way limit your obligations or responsibilities under this agreement.

11 Liability and indemnities

11.1 You enter our site at your own risk.

11.2 You are liable for and must indemnify us and our personnel from and against any liability and any loss or damage of any kind whatsoever arising out of or in connection with any breach of this agreement or negligent act or omission by you or your personnel, except to the extent that such liability or loss or damage directly arises from our own negligent act or omission or breach of this agreement.

11.3 Neither party is liable to the other party for any loss of use, loss of revenue, loss of profit, loss of product or production, loss of business opportunity or loss of goodwill arising out of or in connection with this agreement.

11.4 Part 1F of the *Civil Liability Act 2002* (WA) is excluded from operation with respect to any dispute, claim, action or matter under or in connection with this agreement.

12 Confidentiality

12.1 The parties and their personnel must not (except to the extent necessary to comply with their obligations under this agreement or as required by law or the rules of any relevant stock exchange) disclose to any person any information (including the terms of this agreement) owned by or relating to the other party or its business or its personnel or customers.

12.2 The obligations in this clause 12 survive termination of this agreement.

13 Privacy

You warrant on a continuing basis that you will comply with any privacy laws in carrying out your obligations under this agreement.

14 Intellectual property

The parties will each retain their intellectual property rights existing prior to the date of this agreement. The intellectual property rights resulting from the delivery of goods under this agreement (if any) will vest in us. We have a non-exclusive, royalty free licence to use, modify, adapt or sublicense any intellectual property rights owned by you to the limited extent necessary for us to exercise our rights or perform our obligations under this agreement or to enjoy the benefit of the goods provided to us under this agreement. You must do all things reasonably necessary to give full effect to the rights and obligations contained in this clause 14.

15 Assignment and subcontracting

15.1 Subject to clause 15.2, neither party may assign its rights or obligations under this agreement without the prior written consent of the other party (which may not be unreasonably withheld).

15.2 We have the right to assign any or all of our obligations or rights under this agreement at any time to any one of our related bodies corporate or to grant security over them in favour of a financier.

15.3 You may not subcontract your obligations under this agreement without our prior written consent.

16 NGER Legislation

Upon our request, you must promptly provide us with any information we reasonably require to enable us to comply with our obligations under the *National Greenhouse and Energy Reporting Act 2007* (Cth) and any

subordinate legislation made under that Act. We will only use that information for the purposes of complying with our obligations under the *National Greenhouse and Energy Reporting Act 2007* (Cth) and any subordinate legislation made under that Act.

17 Business ethics

17.1 You represent and warrant to us that you have complied and shall comply with all applicable laws governing, relating to or dealing with illegal payments, gifts, undue hospitality or gratuities or other corrupt business practices. You acknowledge that we and our related bodies corporate desire, and are obliged, to comply with all provisions of any applicable anti-corruption laws. You agree to cooperate with and assist us and our related bodies corporate with respect to such compliance.

17.2 You will not, in providing any goods, take action of any nature which would contravene any provision of any applicable anti-corruption laws. You represent and warrant to us that in the performance of your obligations under this agreement, you and any of your personnel have not made and will not make, whether on your own behalf, on behalf of us or our related bodies corporate or any of their personnel or on behalf of any other person, any offer of payment of or promise to pay, or gift of or promise to give, any money or anything of value, directly or indirectly, to:

(a) any officer, official, employee or representative of any government authority or of any department, agency, subdivision or instrumentality thereof; or

(b) any political party, party official or candidate for political office; or

(c) any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, to any political party or official thereof, or to any candidate for political office.

17.3 Without limiting any other provision of this agreement, you must not engage in (and must take reasonable steps to ensure that in your operations and supply chains there are not) any activities, practices or conduct that would constitute an offence under anti-slavery and human trafficking laws, including modern slavery laws, and must maintain, keep up to date and enforce your own policies and procedures to ensure your compliance with all modern slavery laws and, if requested us, provide us with copies of such policies and procedures.

17.4 You must immediately notify us in writing of any and all violations of this clause 17 upon becoming aware of those violations.

17.5 Should you or your personnel breach or contravene any of the provisions of this clause 17 we may, in addition to taking all remedies at our disposal in such circumstances, terminate this agreement with immediate effect.

18 General

18.1 This agreement may not be varied except in writing signed by the authorised signatories of both parties.

18.2 Any provision of this agreement which is void or unenforceable is to be read down or severed to the extent it is possible to do so without affecting the validity or enforceability of this agreement.

18.3 In the event of any conflict between the purchase order, these general terms and conditions and any special terms and conditions, these general terms and condition will take precedence.

19 Governing law and jurisdiction

19.1 This agreement is governed by the laws of Western Australia, Australia.

19.2 Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.